

# Chapter 15A-02 - GENERAL PROVISIONS

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# Chapter 15A-02 - GENERAL PROVISIONS

## 15A-02-01 Violations and Penalties

- A. **Violations.** It is unlawful to construct, erect, install, alter, change, maintain, use, or permit the construction, erection, installation, alteration, change, maintenance or use of any house, building, structure, sign, landscape area, parking lot, fenced lot or other land contrary to any of the provisions of this Code. Any land use that is specifically prohibited by this Code or is unspecified and not classified by the Director is prohibited in any district.
- B. **Property Owner is Responsible Party.** The owner and/or the person in possession of any property used in violation of this Code shall be responsible for any violation thereof, whether or not he or his agent has committed the prohibited act(s) or has neglected to prevent the performance of the prohibited act(s) by another person.
- C. **Penalty.** Any person, firm, or corporation violating any of the provisions of this Code (and any amendments hereto, or of any adopted subdivisions, official maps, major street plan ordinance, or regulations) shall, upon conviction, be punishable as a Class C misdemeanor.
- D. **Number of Offenses.** Every person, firm, or corporation shall be deemed responsible or guilty of a separate offense for each and every day during that any violation is committed or continued.
- E. **Remedy.**
1. The City, or any adversely affected owner of real estate within the City in which violations of this Code occur or are about to occur, may, in addition to other remedies provided by law, institute:
    - a. Injunctions, mandamus, abatement, or any other appropriate action.
    - b. Proceedings to prevent, enjoin, abate, or remove the unlawful building, use, or act.
  2. The City need only establish the violation to obtain the injunction.
  3. The City may, in addition to other remedies provided by law, enforce the ordinance by:
    - a. Withholding building permits; or
    - b. Taking action to cancel any permit or approval for failure to comply fully with the terms of any permit or approval including, but not limited to, a conditional use permit, site plan review, building permit, variance, or special exception. The authority that issued the permit or approval shall consider the matter at a public hearing preceded by at least 10 days notice to the licensee/permittee. Cancellation or revocation of a permit or approval may be appealed in the same manner as the original action.
- F. **Nuisance and Abatement.** Any required fencing, landscaping, parking lot, lighting, or other required site plan elements, building or structure erected, constructed, altered, enlarged, converted, moved, removed, or maintained contrary to the provisions of this Code, and any use of any conditional use permit, approved site plan, other approved development plans and permits, land, building, or premise established, conducted,

or maintained contrary to the provisions of this Code shall be, and the same hereby is declared, to be unlawful and a public nuisance. In addition to other remedies provided by the law, the City Attorney, upon request of the Director, may immediately commence action or proceedings for the abatement and removal and enjoinder thereof in the manner provided by law, and may take other steps and apply to such courts as may have jurisdiction to grant such relief as will abate and remove such building use or structure, and restrain and enjoin any person, firm, or corporation from erecting, building, maintaining, or using any such building, structure, or property contrary to the provisions of this Code. The remedies provided for herein shall be cumulative and not exclusive.

### **15A-02-02 Severability**

Should any article, section, clause, or provision of this Code be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Code as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

### **15A-02-03 Compliance and Scope**

- A. **Use of Land, Building, and Structures.** No land shall be used or occupied and no building or structure shall be designed, erected, altered, used, or occupied for any use except those uses specifically permitted on the land upon which the building or structure is located or erected or use established as permitted in the regulations for the district in which said land is located. Storage of any kind on a vacant lot is prohibited.
- B. **Development to be in Accordance With Terms of Licenses, Permits, or Approvals.**
1. All construction, operations, and occupancy shall be in accordance to approved building permits, conditional use permits, approved site plans, business licenses, and other permits which may be required. No deviance from said permits or approvals shall be made unless the proper variances, special exceptions, or appeals have been granted as per this Code.
  2. No building permit shall be issued until all permits, reviews, or approvals required by this Code have been secured. Grading permits may be issued by the Building & Safety Division prior to the issuance of a building permit with the approval of the Sandy City Engineer and Director, accompanied by a bond (amount to be determined by the Sandy City Engineer). Except as specifically provided herein, the securing of one required review or approval shall not exempt the recipient from the necessity of securing any other review or approval required by this Code.
- C. **Conformance to Ordinance Provisions.** All City officials who are vested with the duty or authority to issue permits shall conform to the provisions of this Code and shall issue no permit, certificate, license for uses, buildings, or purposes in conflict with the provisions of this Code. Any such permit, certificate or license issued in conflict with the provisions of this Code, intentionally or otherwise, shall be null and void.
- D. **Inspection of Property**
1. **Inspection of Buildings, Structures, and Land Uses.** The Director is hereby authorized to inspect or cause to be inspected all buildings and structures in the course of construction, modification or repair, and to inspect land uses to determine compliance with the provisions of this Code provided,

however, that no such inspection shall be required as a condition precedent to commencement or continuation of any construction, modification, or repair of any building or structure unless otherwise provided herein or elsewhere in the ordinances of Sandy City.

2. **Right of Entry.** The Director or any authorized employee shall have the right to enter any building for the purpose of determining the use thereof or to enter the premises for the purpose of determining compliance with the provisions of this Code provided such right of entry shall be exercised only at a reasonable hour and in no case shall entry be made to any building in the absence of the owner or tenant thereof without their consent or a written order of a court of competent jurisdiction.

## 15A-02-04 Fees

A fee shall be paid for certain reviews and permits as established by the City Council. No such fee approved and listed in the Sandy City budget shall be returnable in the event that the permit or approval applied for is denied.

## 15A-02-05 Administrative Reviews and Permits

- A. **Review for Building Permits.** The Chief Building Official shall submit all applications for building permits to the Director for review. Such review shall determine compliance with the regulations of this Code. The requirements for a building permit shall be established by the Director. The Chief Building Official shall issue no building permit until the application is approved for zoning compliance by the Director.
- B. **Review for Business Licenses and Home Occupations.** All applications for business licenses, home occupations, or renewal of such licenses shall be submitted to the Director for review to determine compliance with this Code.
- C. **Site Plan Review.** All applications for site plan review as provided for in this Code shall be submitted to the Director. The Director shall receive all submittals to assure completeness and prepare submittals for review.
- D. **Conditional Use Permit.** All applications for a Conditional Use Permit shall be submitted to the Director as provided for in this Code. The Director shall receive all submittals, assure completeness of submittals, and prepare submittals for review by the Planning Commission.
- E. **Temporary Use Permit.** All applications for a Temporary Use Permit shall be received by the Director and follow the procedure as described in this Code.
- F. **Amendments.** All requests for amendments or changes to the Development Code or Zone District Map shall be initiated with the Director. The amendment process shall proceed as provided for in this Code.
- G. **Sign Permit.** As provided in this Code, the Director shall be responsible for issuance of permits for signs and for enforcement of sign regulations.

H. **Grading Permit.** As provided in this Code, the Building & Safety Division shall be responsible for issuance of permits for grading and for enforcement of grading regulations.

### **15A-02-06 Expiration of Licenses, Permits and Approvals**

Each license, permit, or approval issued, as set forth herein, shall expire after 180 days if no construction is undertaken or no work is done unless a different time period is specifically set forth at the time of issuance of the license or permit or in this Code, or unless an extension is granted by the issuing agency prior to expiration.

### **15A-02-07 Lot Standards**

Except for more flexible requirements, as those pertaining to planned unit developments or as may be otherwise provided in this Code, every lot within the City shall have such area as is required by this Code and shall have the required frontage upon a dedicated or publicly approved street before a building permit may be issued.

### **15A-02-08 Substandard Lots**

The requirements of this Code as to minimum lot area or lot width shall not be construed to prevent the use for a single unit dwelling of any lot or parcel of land in the event that such lot has been held in separate ownership prior to and continuing since the adoption of this Code and zoning regulations in effect prior to the adoption of this Code.

### **15A-02-09 Every Dwelling on a Lot**

Unless otherwise permitted by this Code, every dwelling structure shall be located and maintained on a separate lot having no less than the minimum area, width, depth, frontage, and public improvements required by this Code for the zone district in which the dwelling structure is located, except group dwelling complexes under single ownership and management which are permitted by this Code may occupy one lot for each such multi-structure complex.

### **15A-02-10 Yard Space For One Building Only**

No required yard or other open space around a building, or which is hereafter provided around any building, for the purpose of complying with the provisions of this Code shall be considered as providing a yard or open space for any other building, nor shall any yard or other required open space on an adjoining lot be considered as providing the yard or open space on a lot whereon a building is to be erected or established.

### **15A-02-11 Yard to be Unobstructed: Exceptions**

Every part of a required yard shall be open to the sky and unobstructed except for accessory buildings in a rear or side yard and for the ordinary projections of skylights, sills, cornices, chimneys, flues, other ornamental

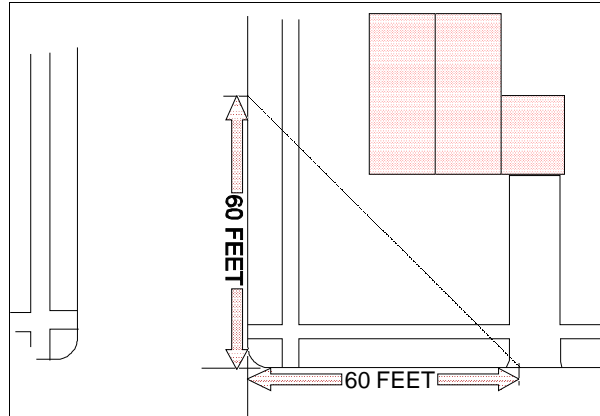


features which project into a yard not more than 2 feet, and fire escape structures projecting into a yard not more than 5 feet.

### 15A-02-12 Clear View of Intersecting Streets

In all districts or uses for which a front yard is required, no opaque obstruction to view in excess of 3 feet high (above top back of curb) shall be placed on any corner lot within a triangular area formed by the intersection of straight lines extended from the back of the curb (or future curb) and a line connecting them at points 60 feet from the intersection of the curb line, except a reasonable number of trees pruned to permit unobstructed views to automobile drivers.

Deviations from these requirements must be reviewed by the Transportation Engineer to determine if there is an acceptable degree of safety.



### 15A-02-13 Sale or Lease of Required Space

No space needed to meet the width, yard, area, coverage, parking, or other requirements of this Code for a lot or building may be sold or leased apart from such lot or building.

### 15A-02-14 Division of Lots Below Minimum Space Requirements

No parcel of land which has less than the minimum width and area requirements for the zone district in which it is located may be divided from a larger parcel of land for the purpose, whether immediate or future, of a building or development as a lot.

### 15A-02-15 Conservation of Values

It shall be the responsibility of each property owner to maintain their property in a good, clean condition, making necessary repairs to the home, accessory structures, e.g., fencing, yard lights, and other appurtenances, and landscaping. Good condition shall mean properly painted structures, fences in an upright and stable position, landscaping free of weeds, dead materials, e.g., dead trees or shrubs, as well as generally accepted maintenance practices for residential property, as more specifically addressed within the Sandy City Property Maintenance Ordinance.

### 15A-02-16 Guarantee for Improvements

- A. A Guarantee for Improvements is Required Prior to Final Project Approval.** Owners/Developers/Contractors who are proposing any new commercial or residential projects, other than individual home construction, or substantially modified existing commercial projects, with required on-site or off-site improvements in Sandy City shall be required to post one or more guarantees for improvements ("Guarantee(s)") prior to final approval by the city. "Approval" in this subsection, Guarantee for Improvements, shall mean recommendation from all appropriate city departments that the owner/developer/contractor be allowed to proceed with construction of the proposed project.
- B. Developer Responsible for Performing Improvements.** All improvements, required by the approved site plan or other drawings and documents, are the responsibility of the owner/developer/contractor, except as approved by the city engineer.
- C. Purpose of, Number of, and Forms Used for Guarantees for Improvements.** To guarantee to the City the construction, repair and/or replacement of required improvements, the owner/developer/contractor shall post one or more Guarantees, the maximum number of which shall be determined by the City Engineer, on forms acceptable to the City, before final approval.
- D. City Engineer's Estimate.** The amount of each Guarantee shall be based on the City Engineer's estimate(s) of the reasonable construction cost of the required improvements ("Estimate(s)"). The City Engineer or his representative shall prepare one or more Estimates, the maximum number of which shall be determined by the City Engineer. Each separate Guarantee amount shall be the total amount shown on the City Engineer's separate Estimate form(s).
- E. Itemization of Required Improvements on the Engineer's Estimate.** The City Engineer or his representative shall prepare one or more Estimates that may include, but shall not be limited to:
1. Any water system facilities that are proposed to be maintained by Sandy City, such as water main lines, service laterals, meter boxes, fire hydrants, meter boxes for 1-1/2" and larger water service laterals, pressure reducing valve stations, and other appurtenances.
  2. Irrigation and flood control systems
  3. Any roadway improvements that are proposed to be maintained by Sandy City, such as curb and gutter, drive approaches, waterways, sidewalks, trails, bike paths, raised medians, asphalt paving, road base, geotextile fabric, painting and striping, etc.
  4. Survey monuments
  5. Survey rivets
  6. Street lights
  7. Landscaping and sprinkling systems
  8. Streetscape (trees, benches, etc.)
  9. Any roadway or parking lot improvements that are proposed to be privately maintained, such as curb and gutter, drive approaches, waterways, sidewalks, trails, bike paths, raised medians, asphalt paving, road base, geotextile fabric, painting and striping, etc.
  10. Fencing and walls
  11. Retaining walls
  12. Trash enclosures
  13. In PUDs and TNDs, required landscaping and sprinkling system of designated yard or lot for individual home or pad.
  14. Any other required improvements determined by the City Engineer or Community Development Director.

F. **Purpose of Separate Estimates.** The City Engineer may provide separate Estimate lists, itemizing certain groups of improvements, with the intent of providing the opportunity to the Developer to perform each certain group of improvements completely and then apply for release of the Guarantee associated with that certain group of improvements. Generally there may be up to 4 estimates as determined by the City Engineer:

1. Estimates for items required by the Public Utilities Department which includes items (E)1-2 and sometimes 14;
2. Estimate containing items (E)3-5, 9-12 and sometimes 14;
3. Estimate containing items (E)6-8 and sometimes 14; and
4. Estimate containing item (E)13.

All items listed on each separate Estimate form, as well as all other items required by the City Engineer and Community Development Director, shall be performed completely, to the satisfaction of city inspectors, before any portion of the Guarantee associated with a specific Estimate shall be released. Portions of the Guarantee will not be released for individual items listed on an Estimate, even though they have been completed.

G. **All Required Improvements are Part of Estimate and Guarantee.** All improvements required by the approved site plan, Sandy City Standard Specifications and Details, the building or grading permit, City ordinance or other drawings and documents, shall be part of the Estimate(s) and covered by the Guarantee(s), whether or not they are specifically listed in the Estimate(s).

H. **Amount of the Guarantee.**

1. A Guarantee in the amount of 110% of the total of the reasonable construction costs, as determined by the City Engineer, of the above improvements (E) 1- 8 and 14 above shall be provided prior to final project approval.
2. A Guarantee in the amount of 110% of the total reasonable construction costs of improvements, as determined by the City Engineer, of the above improvements (E) 9 may also be required prior to final project approval.
3. A Guarantee in the amount of 10% of the total reasonable construction costs of improvements, as determined by the City Engineer, of the above improvements (E) 9-12 and 14 shall be provided prior to final project approval.
4. A Guarantee in the amount of 110% of the total reasonable construction costs, as determined by the City Engineer, of the above item 13 shall be provided at the time either "Power to Panel" (permanent power) or a Certificate of Occupancy is requested, whichever is requested first, if those improvements have not been installed, inspected and approved at the time of the request.

I. **Performance of Required Improvements Prior to Occupancy of the Site.** Improvements listed in (E)1-6 and 9 above, or as specified by the Community Development Director and City Engineer, shall be satisfactorily installed prior to the issuance of any occupancy permit for the development unless otherwise approved by the Community Development Director and City Engineer.

J. **Time Period for Performance of Required Improvements.** All improvements listed above in items (E) 1-14 shall be satisfactorily installed within a period of one year from the date the Guarantee is posted with the City, unless otherwise approved by the Community Development Director and City Engineer.

K. **Specified Sequence.** In order to protect the health, safety and welfare of the City or its residents from

traffic, flood, drainage or other hazards, the City Engineer may require that the improvements, including improvements found damaged or defective prior to the final acceptance of the improvements and 100% release of the Guarantee, be installed or repaired in a specified sequence and/or within a specified period of time, which may be less than one year. The City Engineer will notify owner/developer/contractor in writing, at such time as he deems it is appropriate, of such requirement. Upon the failure of the owner/developer/contractor to perform the specified improvements or repairs as required by the City Engineer, the City may take whatever action it deems appropriate, including foreclosure on the Guarantee, to secure the improvements or repairs.

- L. **Release of Guarantee.** The Estimate shall be the document that governs what amounts can be released at any given time upon approval of the City Engineer. No portion of the Guarantee will be released prior to 100% completion of all required improvements as set forth above in subsection (E).
- M. **Initiating Inspections for Release of Guarantee.** Upon written request for inspections by the owner/developer/contractor, inspections of the improvements by city inspectors will be scheduled, weather permitting.
- N. **80% Release of Public Utilities Guarantee Estimate (Items (E)1 and 2).** Upon completion of items listed in the Public Utilities Guarantee Estimate and approval by the City Engineer, the City may release no more than 80% of the Public Utilities Guarantee Estimate.
- O. **90% Release of Guarantee.** Upon 100% completion of the items in each Estimate and approval by the City Engineer, the City may release no more than 90% of the original amounts of the Guarantees for items (E) 1-8 (and, in some cases, 9 and 14). This may include an additional 10% of the Public Utilities Guarantee Estimate, if paragraph N above applies and all work is complete as required. This release shall constitute a "90%" release. No portion of the Estimate for items (E) 10-13 (and, in some cases, 9 and 14) may be released until after final inspections and approval by the City for the "100%" release. Items guaranteed at 10% ((E)9-12 and 14) are not eligible for a 90% release.
- P. **One-Year Warranty Period.** As a warranty period, a minimum of 10% of the Guarantee amount for the improvements (E) 1-8, 14 (and, in some cases 9) above and 100% of the Guarantee amount for items (E) 9-14 shall extend for a one-year period beyond the date of the 90% release.
- Q. **100% Release of Guarantee.** Upon completion of the one-year warranty period and needed repair of any improvements, the owner/developer/contractor shall submit a written request for inspection to the City Engineer. Inspections of the improvements by city inspectors will be scheduled, weather permitting. Subsequent to field observation by city inspectors and their submittal to the developer of a notice of any deficiencies, such deficiencies shall be corrected within 30 days from time of notification. If not completed within 30 days, the City has the right to effect the completion of the improvements and/or take other action it deems appropriate. Upon approval by the City Engineer, the City may release all remaining portions of the Guarantee. This constitutes a 100% release of Guarantee.
- R. **Type of Guarantee.** Every Guarantee required by this ordinance shall be approved by the City Attorney as to form and shall be in the form of:
  - 1. An irrevocable letter of credit from a bank or credit union, chartered under the laws of the State of Utah or the United States of America, licensed and regulated by the Department of Financial Institutions of the State of Utah or its successor and having an office in the State of Utah, which is

insured by the Federal Depository Insurance Corporation or National Credit Union Share Insurance Fund, and which has an office in the State of Utah as its place of presentation, or

2. An escrow bond having as guarantor thereon an organization licensed and regulated by the Department of Financial Institutions of the State of Utah or its successor, having an office in the State of Utah, and which is insured by the Federal Depository Insurance Corporation or National Credit Union Share Insurance Fund, and which has an office in the State of Utah as its place of presentation. Escrow Bonds shall be submitted on forms provided by the City and approved by the City Attorney and shall consist of a letter of commitment, signed by both the guarantor and owner/developer/contractor
3. A cash bond, submitted on forms provided by the City, approved by the City Attorney and signed by the owner/developer/ contractor.

**S. Special Requirements of the Guarantee Form.** The following conditions apply to all types of Guarantees and may be required as a statement or included on the form thereof:

1. The City Engineer's estimate(s) of the reasonable construction cost of the required improvements ("Estimate(s)") shall be considered a part of the Guarantee.
2. Upon completion of all required improvements, and following inspection and approval of the improvements by the City, a portion of the Guarantee, may be released and a portion of the original Estimate amount will be held for one year after inspection, as set forth in the Sandy City Land Development Code ("Code"), which amounts will be available to the City in case of defective workmanship or materials not corrected by the owner/developer/ contractor. After inspection and authorization from Sandy City, and following the one-year warranty period, this final amount may be released. This final portion is held to guarantee the improvements against faulty workmanship, deterioration, failure, faulty design and all other situations that do not conform to the applicable Sandy City specifications and approved drawings for the period up to the date of the final 100% Guarantee release.
3. A statement shall be signed by the owner/developer/contractor and filed with the City Engineer certifying that no material liens or mechanic (workmanship) liens exist with regard to the improvements related to any part of the Guarantee.
4. Upon the request of the City Engineer, the guarantor shall certify the amount existing in the escrow account pertaining to the Guarantee, noting the amount of the current balance and amounts released and the date of such releases.
5. The Guarantees shall be issued in the name of the party signing the Improvement Agreement document, Agreement to Conditions document and all other binding documents relating to the specific development.
6. The developer/owner/contractor may be required to sign a statement that certifies that he has or will notify all subcontractors working under him that Sandy City will not release any portion of the Guarantee until all required improvements are completed, and the work has been inspected and accepted by the City, at which time, the City may release no more than the portion as set forth in subsection (L - Q) above.

- T. **Duration, Terms, Extensions.** Every Guarantee authorized by this Code shall run to the benefit of the City and have an express term of at least three years from the date the Guarantee is posted for any development to which it applies. Further, such Guarantee shall contain language ensuring the performance of the required improvements by the owner/developer/contractor and a provision for unconditional payment of the face amount of the Guarantee within 10 days from any declaration of default or forfeiture. Guarantee extensions beyond three years may be allowed under special circumstances upon written request by the owner/developer/contractor and written approval of the City Engineer. The Guaranteeing institution shall provide a written extension of the Guarantee if it is not already within the express term.
- U. **Default.** In the event that owner/developer/contractor is in default or fails or neglects to satisfactorily install the required improvements within one year from the date of posting of the Guarantee, or other development approval by the City, or earlier time as established by this Title, the City may declare the Guarantee forfeited and the City may, in its sole discretion, install or cause the required improvements to be installed, using the proceeds of the Guarantee to defray the expense thereof, including administrative overhead and/or take any other action legally available.

### **15A-02-17 Nonconforming Use Provisions - Purpose**

It is the purpose of these regulations to control and gradually eliminate those uses of land or buildings, which although legal at the time of their establishment, do not now conform to the use regulations of the district within which they are situated. Such uses shall be deemed nonconforming uses. Likewise, these regulations are intended to control and gradually eliminate buildings which, although legal at the time of their erection, do not now conform to the height, bulk, and location regulations of the zone district within which they are situated. Such buildings shall be deemed to be nonconforming buildings. Any building or use which was permitted prior to enactment of this Code, but which is designated by this Code as a conditional use, shall not be considered nonconforming and shall not be subject to the provisions of this Chapter. This Chapter is also established to control and gradually eliminate sites and lots which were legal at the time of their establishment, but no longer meet the regulations of the district within which they are located. Such sites and lots shall be designated as nonconforming sites and lots.

### **15A-02-18 Continuing Existing Uses**

Except as hereinafter specified, any use, building, or structure, lawfully existing at the time of the enactment or subsequent amendment of this Code, may be continued, even though such use, building, or structure does not conform with the provisions of this Code for the district in which it is located. Except as otherwise provided by law, nothing in this Code shall prevent the strengthening or restoring to a safe condition of any part of any building or structure declared unsafe by proper authority.

### **15A-02-19 Construction Approved Prior To Ordinance**

A building, structure, or part thereof which does not conform to the regulations of the district in which it is situated, but for which a building permit was legally issued and construction started prior to the enactment of this Code, may be completed in accordance with such plans providing work has progressed continuously and without delay. Such building or structure shall be deemed to be nonconforming and shall be subject to the regulations set forth herein.



**15A-02-20 Nonconforming Uses, Substitution, Extension, Discontinuance, Etc.**

Unless otherwise approved by the Planning Commission, a nonconforming use shall not be enlarged, extended, or changed unless the use is changed to a use permitted in the district in which it is located, and a nonconforming building shall not be reconstructed or structurally altered unless such alteration shall result in removing those conditions of the building which render it nonconforming, except as follows:

**A. Substitution or Extension.**

1. When authorized by the Planning Commission in accordance with this Code, a nonconforming use which is determined to be of a more desirable nature may be substituted for another nonconforming use or more closely meets the standards set forth in this code.
2. Whenever a nonconforming use has been changed to a conforming use such use shall not thereafter be changed to a nonconforming use.
3. Repairs and structural alterations may be made to a nonconforming building provided that the floor space of such building is not increased.
4. A building or structure lacking sufficient automobile parking space in connection therewith as required by this ordinance may be altered or enlarged provided additional automobile parking space is supplied to meet the requirements of this ordinance for such alterations or enlargement.
5. In the event a nonconforming building or structure is damaged or partially destroyed by calamity or act of nature to the extent of not more than one-half ( $\frac{1}{2}$ ) of its market value, the occupancy or use of such building structure or part thereof which existed at the time of such partial destruction may be continued or resumed provided that restoration is started within a period of one year and is diligently pursued to completion. In the event such damage or destruction exceeds one-half ( $\frac{1}{2}$ ) of its market value of such nonconforming building or structure, no repairs or reconstruction shall be made, except in the case of residences or accessory farm buildings, unless every portion of such building or structure is made to conform to all regulations for new buildings in the district in which it is located, as determined by the Chief Building Official, and other requirements as may be imposed at site plan review.
6. Application for substitution, enlargement or extension of a nonconforming use as provided in this Section shall be made to the Planning Commission.
7. A vacant building or structure may be occupied by a use for which the building or structure is designed or intended if so occupied within a period of one year after the use became nonconforming.

**B. Cessation of Use.** A use shall be deemed to have ceased when it has been discontinued for a period of one year or more, whether or not the intent is to abandon said use.

**15A-02-21 Amortization of Nonconforming Uses**

In order to respond to exceptional or unusual circumstances involving the termination of nonconforming uses, the City Council may approve an amortization formula for the termination of such uses over a period of time to be agreed upon with the owner of the property, subject to reasonable regulations with respect to the

continuation of the nonconforming use during the amortization period.